

SECRET

Approved For Release 2002/06/11 : CIA-RDP67B00820R000200040001-9

PRECONTRACT APPROVAL RECORD (PART ONE)	CONTRACTOR Eastman Kodak Company		CONTROL NO. OSA-1906-66 Copy <u>1</u> of 3	
	CONTRACT NO. EG-400 T. O. # 12		AMENDMENT NO. FINAL 9 May 1966	
THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.				
TYPE OF CONTRACT				
<input type="checkbox"/> L.I. <input type="checkbox"/> F.P. REDETERM <input type="checkbox"/> C.P.I.F. <input type="checkbox"/> TECH REP <input type="checkbox"/> DEFINITIZED <input type="checkbox"/> F.P.I.P. <input type="checkbox"/> T&M <input type="checkbox"/> FISCAL YEAR <input type="checkbox"/> F.P. <input checked="" type="checkbox"/> CPFF <input type="checkbox"/> CALL TYPE				
FINANCIAL DATA				
CONTRACT VALUE \$		PREVIOUS OBLIGATION - PRIOR FY		PREVIOUS OBLIGATION - CURRENT FY \$
OBLIGATION BY THIS DOCUMENT				
DESCRIPTION, PROGRAM OR LINE ITEM		FISCAL YEAR	PROJECT	AMOUNT
				\$ 0
TOTAL THIS OBLIGATION				\$ 0
CONTINGENT UPON AVAILABILITY OF FUNDS				
EXPOSURE LIABILITY				
RATE		DATE	RATE	DATE
CPFF O/H RATES FIXED THRU			PRICING FORMULA FIXED THRU	
T&M RATES FIXED THRU			TECH REP RATES FIXED THRU	
DATE		DATE	DATE	DATE
5/9/66				25X1A
PRECONTRACT				25X1A
UNIT	TYPED NAME	SIGNATURE		DATE
CONTRACTING OFFICER				3/10/66
BUDGET & FINANCE				10 MAY 1966
GENERAL COUNSEL				17 May 66
TECHNICAL REPRESENTATIVE				
TECHNICAL REPRESENTATIVE				
CONTRACT SIGNATURE (Contracting Officer)		DATE	DATE MAILED	DATE DISTRIBUTED
				5-19-66

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PRECONTRACT APPROVAL RECORD
(PART TWO)

CONTRACT

The services and equipment being procured by this Contract No. _____
EG-400 T. O. #12 are in furtherance of the National Defense
Program(s), the nature of which cannot be publicly disclosed for security rea-
sons. The Contracting Officer therefore determines that this procurement must
be accomplished by negotiations pursuant to the authority of Section 3(a) of
PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on
15 October 1961.

Certification of funds for this contract will be handled under the pro-
cedure approved by the Director of Central Intelligence on 15 December 1956
which, in effect, results in all covert expenses involving issuance of Treasury
Checks being accumulated in a separate account within the Finance Division. The
amounts in this account will be periodically scheduled for certification of the
vouchers by the Director. This procedure eliminates the necessity for a sepa-
rate certification of authority under Section 8(b) of Public Law 110, 81st Con-
gress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.

The following comments describe the procurement hereby effected, the
terms and provisions generally of this contract/amendment, and a resume of
major issues negotiated:

Task Order No. 12 to Contract No. EG-400 provided for continuance
of certain work initially contracted for by the West Coast Procurement
Officer on behalf of the CCB under Contract No. EB-1492 but deferred
due to nonavailability of funds under the later contract. The subject
work comprised PARS 13, 17, 18, 22, 40 and 41 as established by the CCB.

The final cost and property audit of the task order has been
completed and a report thereon has been submitted to the undersigned.
The Auditor has recommended for acceptance total cost in the amount
of [redacted] The cost together with the approved [redacted]
results in a final approved contract price of [redacted]

25X1A

25X1A

In connection with this settlement there are attached the
following documents:

Audit Report #A-106-66, OSA-1730-66
Contractor's Release
Contractor's Assignment of Refunds, Rebates and Credits

All work and services required under the Task Order have been
satisfactorily performed. All residual inventory has been properly
accounted for.

The Contractor has submitted an Inventions Report in
accordance with requirements of the contract.

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EASTMAN KODAK COMPANY
ROCHESTER, NEW YORK

CONTRACT NO. EG-400 TASK ORDER NO. X

Z-2798

CONTRACTOR'S RELEASE

25X1A

Pursuant to the terms of Contract No. EG-400 Task Order No. X and in consideration of the sum of [redacted] and 25X1A No Cents [redacted] which has been or is to be paid under the said contract to Eastman Kodak Company, Rochester, New York, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

None

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 11th day of February, 1966.

EASTMAN KODAK COMPANY

25X1A

CERTIFICATE

25X1A

I, [redacted] certify that I am the Secretary of the corporation named as Contractor in the foregoing release; that [redacted] who signed said release on behalf of the Contractor was then Assistant Comptroller of said corporation by authority of its governing body and is within the scope of its corporate powers. 25X1A

(CORPORATE SEAL)

EASTMAN KODAK COMPANY
ROCHESTER, NEW YORK

CONTRACT NO. EG-400 TASK ORDER NO. X

Z-2798

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Pursuant to the terms of Contract No. EG-400 Task Order No. X and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the Eastman Kodak Company, Rochester, New York, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) in respect of direct costs arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

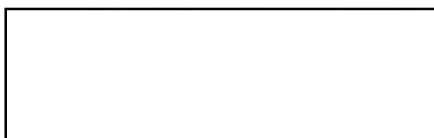
2. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer a check (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable cost of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding, arising out of such claim or suit subject to its right to be represented by its own attorneys at its own expense.

IN WITNESS WHEREOF, this assignment has been executed this 11th day of February, 1966.

EASTMAN KODAK COMPANY

25X1A

CERTIFICATE

25X1A

I, certify that I am the Secretary of the corporation named as Contractor in the foregoing assignment; that who signed said assignment 25X1A behalf of the Contractor was then Assistant Comptroller of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers. 25X1A



(CORPORATE SEAL)